

**County of Los Angeles**  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746  
Tel (562) 908-8400 • Fax (562) 908-0459



BRYCE YOKOMIZO  
Director

LISA NUÑEZ  
Chief Deputy

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Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

April 11, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO AUTHORIZE THE EXECUTION OF AMENDMENT  
NUMBER ELEVEN TO THE LEADER INFORMATION TECHNOLOGY AGREEMENT  
WITH UNISYS CORPORATION  
APRIL 11, 2006 AGENDA ITEM  
(ALL DISTRICTS – 3 VOTES)**

**JOINT RECOMMENDATION WITH THE CHIEF INFORMATION OFFICER THAT  
YOUR BOARD:**

Approve and instruct the Mayor to sign the attached Amendment Number Eleven to County Agreement Number 68587 (LEADER Agreement) with Unisys Corporation to increase the Total Maximum Contract Sum by \$996,811 to: (a) purchase additional telecommunications hardware, software and services for the expansion of a local office site (DPSS Academy); (b) purchase additional telecommunications hardware, software and services for the expansion of a local office site (El Monte North Tower) to support the DPSS Call Center; (c) purchase 500 additional workstations and 25 additional printers for the LEADER System to support the DPSS Call Center, and to fill new and unmet needs for the Department's Eligibility Workers and clerical staff throughout the County who need access to the LEADER System; and (d) amend certain provisions and a payment schedule of the LEADER Agreement to include the additional telecommunications hardware, software, services, and the additional workstations and additional printers.

The execution of the Amendment will increase the Total Maximum Contract Sum from \$231,879,921 to \$232,876,732. The additional \$996,811 will be subvented by State and federal revenue in the estimated amount of \$911,952. The Net County Cost (NCC) is estimated at \$84,859. The corresponding NCC is included in our FY 2005-06 Adopted Budget. Sufficient funding has been included in the Department's FY 2006-07 Budget Request.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this recommended action is to modify the LEADER Agreement to increase the Total Maximum Contract Sum to purchase additional telecommunications hardware, software, and services to support the future expansion of the DPSS Academy for training new and existing staff; purchase additional telecommunications hardware, software, and services to support the new DPSS Call Center at the El Monte North Tower site; purchase 500 additional workstations and 25 additional printers for additional and/or expanded local office sites, to fill new and unmet needs for the Department's Eligibility Workers and clerical staff throughout the County who need access to the LEADER System; and to amend a certain payment schedule of the LEADER Agreement to include the additional telecommunications hardware, software, services, and the additional workstations and printers.

Attachment A contains the additional hardware, software and services detail, including a breakdown of the costs that total the requested \$996,811. All hardware, software and services will be warranted through the Extended Term of the LEADER Agreement. Payment to Unisys for the additional hardware, software and services will be made upon acceptable completion of work at each site and at the maximum cost as listed in Attachment A.

#### **DPSS Academy**

Installation of additional telecommunications hardware and software at the DPSS Academy is needed to support increased training demands. Also, expansion of the DPSS Academy is an integral part of the County's Food Stamp error reduction effort.

#### **El Monte North Tower**

Installation of additional telecommunications hardware and software at the El Monte North Tower site is needed to support 139 additional workstations for the LEADER System to be installed at the DPSS Call Center, scheduled for pilot implementation in July 2006.

#### **LEADER Workstations and Printers**

The LEADER Agreement currently provides that the County may add an additional 500 workstations and/or laptops to the LEADER System that the County purchases from

either Unisys or a third-party vendor, so long as the equipment is approved by Unisys and Unisys is compensated for all additional costs it may incur during the contract term to support the additional workstations. Unisys has evaluated and tested the proposed workstations and printers to be provided under this Amendment Number Eleven, and has determined that the equipment is compatible with the LEADER System. No payment was made to Unisys for such evaluation and testing.

Amendment Number Eleven will add an additional 500 workstations and 25 additional printers to the LEADER System. Of these, 139 workstations are needed for the DPSS Call Center. The remaining workstations (361) and printers (25) are needed to fill new and unmet needs for the Department's Eligibility Workers and clerical staff at additional and/or expanded local office sites throughout the County who need access to the LEADER System to service our participants. The County will do all site preparation work related to these workstations and printers. No payment will be made to Unisys for such site preparation. Unisys will provide maintenance and repair for such workstations and printers.

On March 15, 2005, your Board approved Amendment Number Ten to the LEADER Agreement that provided that Unisys will not charge the County for certain additional costs, such as help desk support, network management, LAN support, remote LAN support and telecommunications costs, necessary to support up to 500 additional workstations/laptops that County may request be added to the LEADER System during the 24 month Extended Term. Execution of Amendment Number Eleven will add 500 additional workstations to the LEADER System, as provided under Amendment Number Ten.

#### **Amend a Certain Payment Schedule**

A certain payment schedule of the LEADER Agreement is amended to include the additional telecommunications hardware, software and services costs for the DPSS Academy and the El Monte North Tower; and to include the costs for the additional 500 workstations and 25 printers for the LEADER System.

#### **Unisys' Warranty**

Unisys will warrant all telecommunications hardware, software and services and the additional workstations and additional printers for the LEADER System, through the Extended Term of the LEADER Agreement. Payment to Unisys for the additional telecommunications hardware, software and services and the additional workstations and printers will be made upon acceptable completion of work.

#### **Jury Service Program**

The Jury Service Program provisions are added to the LEADER Agreement in this Amendment.

### **Implementation of Strategic Plan Goals**

Amendment Number Eleven is consistent with the principles of County Strategic Plan Goal #1: Service Excellence for improving quality of service and organizational effectiveness. In addition, Amendment Number Eleven is consistent with DPSS' objectives for increasing the efficiency and effectiveness of departmental programs through expanded information technology and communications.

Expansion of the LEADER System is part of the DPSS Business Automation Plan.

### **FISCAL IMPACT/FINANCING**

The execution of this Amendment will increase the Total Maximum Contract Sum of the LEADER Agreement from \$231,879,921 to \$232,876,732. The additional \$996,811 will be subvented by State and federal revenue in the estimated amount of \$911,952. The corresponding NCC is included in our FY 2005-06 Adopted Budget. Sufficient funding has been included in the Department's FY 2006-07 Budget Request.

The attached Summary of Costs (Attachment A) contains the hardware, software and services detail to expand the local office sites (DPSS Academy and El Monte North Tower), and to purchase, install and maintain the additional workstations and printers.

#### **Costs for Fiscal Year 2005-06**

The total estimated costs for Amendment Number Eleven in FY 2005-06 are \$408,459. These costs will be subvented by State and federal revenue in the estimated amount of \$373,687. The NCC is estimated at \$34,772. Sufficient funding is included in the FY 2005-06 Adopted Budget.

#### **Costs for Fiscal Year 2006-07**

The total estimated costs for Amendment Number Eleven in FY 2006-07 are \$588,352. These costs will be subvented by State and federal revenue in the estimated amount of \$538,265. The NCC is estimated at \$50,087. Sufficient funding has been included in the Department's FY 2006-07 Budget Request.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This Amendment was reviewed and approved as to form by County Counsel. As with the existing LEADER Agreement and its previous amendments and modification notices, outside counsel, Mitchell, Silberberg & Knupp LLP, also reviewed and commented on the Amendment Number Eleven in accordance with your Board's policy regarding technology contracts.

The California Health and Human Services Agency has approved our request for additional telecommunications hardware, software and services for the DPSS Academy and the DPSS Call Center. State approval to purchase the additional workstations and additional printers for the LEADER System is pending. Federal approval is not required.

Upon State and your Board's approval, DPSS will notify the Executive Officer, Board of Supervisors, and request the return of two (2) original signed copies of this Amendment and one (1) adopted stamped Board Letter to the Department of Public Social Services.

This is not a Prop A contract and accordingly is exempt from the requirements of the Living Wage Ordinance.

### **CONTRACTING PROCESS**

Unisys was selected via a competitive solicitation. On September 12, 1995, your Board awarded a 7.5-year contract (with the option for two additional years) to Unisys to provide an automated welfare system. Amendment Numbers Three and Four approved by your Board extended the 7.5-year contract term by two years to April 30, 2005, making the Initial Term of the Agreement 9 years and 6 months. On March 15, 2005, your Board approved Amendment Number Ten to extend the contract term for the optional two years, from May 1, 2005 through April 30, 2007.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The execution of Amendment Number Eleven augments the LEADER System by allowing for additional hardware, software and services to support the increasing needs of our participants and our staff. In addition, expansion of the DPSS Academy is an integral part of the County's Food Stamp error reduction effort.

**CONCLUSION**

Upon your Board's approval, the Executive Officer, Board of Supervisors, is requested to return two (2) original signed copies of this Amendment and one (1) adopted stamped Board Letter to the Department of Public Social Services.

Respectfully submitted,



**BRYCE YOKOMIZO**  
Director



**JON W. FULLINWIDER**  
Chief Information Officer

BY/JWF:pcr

Attachment

c:     Executive Officer, Board of Supervisors  
       Chief Administrative Officer  
       County Counsel  
       Chair, Information Systems Commission  
       Auditor-Controller

## Summary of Costs for Amendment Number Eleven

### Telecommunications/Other Hardware/Software/Services One-Time Fixed Unit Prices and Fixed Monthly Rates for Additional and Expanded Local Office Sites During any Extended Term

#### DPSS Academy II (Expanded Local Office Site)

Item #	Item Description	Hours	One-Time Fixed Unit Price	Optional Yr 1 Months	Optional Year 1 Fixed Monthly Rate	Optional Yr 2 Months	Optional Year 2 Fixed Monthly Rate	Maximum Total Price
153	Telecom Specialist	10.00	78.29	N/A	N/A	N/A	N/A	782.90
154	Asst. Telecom Specialist	4.00	77.19	N/A	N/A	N/A	N/A	308.76
155	Customer Service Engineer -Install Printers/Telecom	22.00	145.00	N/A	N/A	N/A	N/A	3,190.00
	<b>Subtotal Unisys Labor</b>							<b>\$4,281.66</b>
		Quantity						
156*	Cisco 4506 Switch	1.00	34,756.50	N/A	N/A	N/A	N/A	34,756.50
157*	Custom Cable (Cables)	1.00	1,608.60	N/A	N/A	N/A	N/A	1,608.60
158	Sales Tax (8.25%)	N/A	1,684.27	N/A	N/A	N/A	N/A	1,684.27
159	Transportation & Procurement	1.00	1,531.16	N/A	N/A	N/A	N/A	1,531.16
	<b>Subtotal Telecommunications</b>							<b>\$39,580.53</b>
160	Network Communication Center Cisco 4506 Switch	1.00	N/A	N/A	N/A	12	282.58	3,390.96
	<b>Subtotal Network Communication Center (to be billed monthly in arrears)</b>							<b>\$3,390.96</b>
	<b>Total</b>						<b>\$282.58</b>	<b>\$47,253.15</b>

\* Includes all embedded and/or related software, and maintenance and warranty through any Extended Term.

## Summary of Costs for Amendment Number Eleven

Telecommunications/Other Hardware/Software/Services One-Time Fixed Unit Prices and Fixed Monthly Rates  
for Additional and Expanded Local Office Sites  
During any Extended Term

## El Monte North Tower (Expanded Local Office Site for DPSS Call Center)

Item #	Item Description	Hours	One-Time Fixed Unit Price	Optional Yr 1 Months	Optional Year 1 Fixed Monthly Rate	Optional Yr 2 Months	Optional Year 2 Fixed Monthly Rate	Maximum Total Price
161	Telecom Specialist	10.00	78.29	N/A	N/A	N/A	N/A	782.90
162	Asst. Telecom Specialist	4.00	77.19	N/A	N/A	N/A	N/A	308.76
163	Customer Service Engineer - Install Telecom	16.00	145.00	N/A	N/A	N/A	N/A	2,320.00
164	Customer Service Engineer - Install Workstations	139.00	145.00	N/A	N/A	N/A	N/A	20,155.00
	<b>Subtotal Unisys Labor</b>							<b>\$23,566.66</b>
		Quantity						
165*	Cisco 4510 Switch	1.00	73,581.75	N/A	N/A	N/A	N/A	73,581.75
166*	Custom Cable (Cables)	1.00	1,728.00	N/A	N/A	N/A	N/A	1,728.00
167	Sales Tax (8.25%)	N/A	3,177.78	N/A	N/A	N/A	N/A	3,177.78
168	Transportation & Procurement	1.00	2,888.90	N/A	N/A	N/A	N/A	2,888.90
169	Circuit Install	1.00	665.18	N/A	N/A	N/A	N/A	665.18
	<b>Subtotal Telecommunications</b>							<b>\$82,041.61</b>
170	Network Communication Center Cisco 4510 Switch	1.00	N/A	N/A	N/A	12	282.58	3,390.96
	<b>Subtotal Network Communication Center (to be billed monthly in arrears)</b>							<b>\$3,390.96</b>
		Quantity						
171 <sup>1</sup>	Workstations	139.00	1,282.37	N/A	N/A	N/A	N/A	178,249.43
172	State Environmental Fee	139.00	8.00	N/A	N/A	N/A	N/A	1,112.00
173	Sales Tax (8.25%)	N/A	12,787.42	N/A	N/A	N/A	N/A	12,787.42
174	Transportation & Procurement	1.00	11,624.93	N/A	N/A	N/A	N/A	11,624.93
	<b>Subtotal Workstations</b>							<b>\$203,773.78</b>
	<b>Total</b>							<b>\$312,773.01</b>

\* Includes all embedded and/or related software, and maintenance and warranty through any Extended Term.

<sup>1</sup> These additional workstations shall meet or exceed the following specifications: Intel Pentium 4 processor 2.80GHz, 512MB memory, 17inch flat panel monitor, 40GB hard drive and Windows XP SP2 operating system.



## Summary of Costs for Amendment Number Eleven

### Telecommunications/Other Hardware/Software/Services One-Time Fixed Unit Prices and Fixed Monthly Rates for Additional and Expanded Local Office Sites During any Extended Term

#### Additional Workstations and Printers (Various Additional and/or Expanded Local Office Sites)<sup>2</sup>

Item #	Item Description	Hours	One-Time Fixed Unit Price	Optional Yr 1 Months	Optional Year 1 Fixed Monthly Rate	Optional Yr 2 Months	Optional Year 2 Fixed Monthly Rate	Maximum Total Price
175	Customer Service Engineer - Install Workstations	361.00	145.00	N/A	N/A	N/A	N/A	52,345.00
176	Customer Service Engineer - Install Printers	25.00	145.00	N/A	N/A	N/A	N/A	3,625.00
	<b>Subtotal Unisys Labor</b>							<b>\$55,970.00</b>
		Quantity						
177 <sup>*1</sup>	Workstations	361.00	1,282.37	N/A	N/A	N/A	N/A	462,935.57
179	State Environmental Fee	361.00	8.00	N/A	N/A	N/A	N/A	2,888.00
180 <sup>*3</sup>	Printers	25.00	1,815.00	N/A	N/A	N/A	N/A	45,375.00
180	Sales Tax (8.25%)	N/A	36,465.66	N/A	N/A	N/A	N/A	36,465.66
181	Transportation & Procurement	1.00	33,150.60	N/A	N/A	N/A	N/A	33,150.60
	<b>Subtotal Workstations and Printers</b>							<b>\$580,814.82</b>
	<b>Total</b>							<b>\$636,784.82</b>

\* Includes all embedded and/or related software, and maintenance and warranty through any Extended Term.

<sup>1</sup> These additional workstations shall meet or exceed the following specifications: Intel Pentium 4 processor 2.80GHz, 512MB memory, 17inch flat panel monitor, 40GB hard drive and Windows XP SP2 operating system.

<sup>2</sup> These additional workstations and printers will be installed in additional and/or expanded Local Office Sites as designated and approved by COUNTY and CONTRACTOR, pursuant to Subparagraph 6.2.2.9 of the Base Agreement.

<sup>3</sup> These additional printers shall meet or exceed the specifications of printer model HP Laserjet 4250DTN.

<b>Grand Total</b>	<b>\$996,810.99</b>
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**AMENDMENT NUMBER ELEVEN**

**TO**

**INFORMATION TECHNOLOGY AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**UNISYS CORPORATION**

**FOR A LOS ANGELES**

**ELIGIBILITY, AUTOMATED DETERMINATION, EVALUATION AND**

**REPORTING SYSTEM (“LEADER SYSTEM”)**

**(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)**

**March 2006**

**AMENDMENT NUMBER ELEVEN TO**  
**COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587**

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**EXHIBITS**

Exhibit G (Schedule of Payments)

**AMENDMENT NUMBER ELEVEN TO**  
**COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587**

This Amendment Number Eleven is entered into by and between the County of Los Angeles (hereafter "COUNTY") and Unisys Corporation (hereafter "CONTRACTOR"), and amends that certain COUNTY Agreement Number 68587, dated September 12, 1995, including Amendment Number One, dated June 17, 1997, Amendment Number Two, dated July 1, 1997, Amendment Number Three, dated March 22, 1999, Amendment Number Four, dated October 10, 2000, Amendment Number Five, dated August 6, 2002, Amendment Number Six, dated May 20, 2003, Amendment Number Seven, dated November 18, 2003, Amendment Number Eight, dated January 27, 2004, Amendment Number Nine, dated November 16, 2004, Amendment Number Ten, dated March 15, 2005, Modification Notice Number One, dated February 13, 1996, Modification Notice Number Two, dated February 10, 1998, Modification Notice Number Three, dated April 8, 1999, Modification Notice Number Four, dated September 4, 2001, Modification Notice Number Five, dated April 30, 2002, Modification Notice Number Six, dated December 3, 2002, and Modification Notice Number Seven, dated March 29, 2004 (hereafter collectively "Agreement").

WHEREAS, in accordance with the terms and conditions of the Agreement, CONTRACTOR has been performing maintenance, modifications and enhancements for the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting System (hereafter "LEADER System"), which commenced during the Pilot Office Test; and

WHEREAS, the parties desire to amend the Agreement.

NOW, THEREFORE, pursuant to Subparagraph 49.6 of Paragraph 49.0 (Modification Notices and Amendments) of the Agreement, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. Subparagraph 6.1.1.2 of Subparagraph 6.1.1 (Total Maximum Contract Sum) of Subparagraph 6.1 (Fixed Price Contract Sums) of Paragraph 6.0 (Contract Sum) of the Base Agreement is amended to read:  
  
"6.1.1.2 Should COUNTY determine to extend this Agreement pursuant to Subparagraph 5.3 (Extension Options), the Total Maximum Contract Sum (as determined by aggregating the Maximum Contract Sums specified in Subparagraphs 6.1.3.5, 6.1.3.6, 6.1.3.7, 6.1.3.8, 6.1.4.2, 6.1.5.2, and 6.1.17) shall not exceed: (i) Nine Hundred Ninety Thousand Twenty-Nine Dollars and Seven Cents (\$990,029.07) for total one-time only costs during the Extended Term, (ii) One Million Four Hundred Forty-Five Thousand Five Hundred Fifty-Nine Dollars and Seventy-Two Cents (\$1,445,559.72) per month for each month so extended during the first twelve (12) months of any Extended Term, and (iii) One Million Four Hundred Ninety-Three Thousand Seven Hundred Thirty-Nine Dollars and Sixty-Five Cents (\$1,493,739.65) per month for each month so extended during the second twelve (12) months of any Extended Term."

2. Subparagraph 6.1.3.5 of Subparagraph 6.1.3 (Facilities Management/Operations and Telecommunications) of Subparagraph 6.1 (Fixed Price Contract Sums) of Paragraph 6.0 (Contract Sum) of the Base Agreement is amended to read:

"6.1.3.5 Should COUNTY determine to extend this Agreement pursuant to Subparagraph 5.3 (Extension Options), the Maximum Contract Sum to provide Telecommunications hardware, software and services and additional workstations, laptops and printers for additional and expanded Local Office Sites pursuant to Modification Notice Numbers Four, Six, and Seven and Amendment Number Eleven, as shown on Schedule P-EXT (Telecommunications/Other Hardware/Software/Services One-Time Fixed Unit Prices and Fixed Monthly Rates for Additional and Expanded Local Office Sites During any Extended Term), as may be modified from time-to-time by the mutual written agreement of COUNTY's Project Director and CONTRACTOR's Project Manager, of Exhibit G (Schedule of Payments), (CONTRACTOR's total designated consideration for furnishing all Telecommunications hardware, software and services hereunder [not including Telecommunications hardware, software, and services to be paid under Schedule F (Local Office Hardware/Software Utilization Fixed Rate Price - Optional Years 1 and 2) or Schedule L-EXT (Local Office Telecommunications Hardware/Software/Services Fixed Monthly Rate Prices for Additional and Expanded Local Office Sites During any Extended Term) of Exhibit G] based on the One-Time Fixed Unit Prices and the Fixed Monthly Rates shown on Schedule P-EXT of Exhibit G) shall not exceed (i) Nine Hundred Ninety Thousand Twenty-Nine Dollars and Seven Cents (\$990,029.07) for total One-Time Fixed Unit Prices during the Extended Term, (ii) Three Thousand Four Hundred Fifty-Three Dollars and Twelve Cents (\$3,453.12) per month for each month so extended during the first twelve (12) months of any Extended Term, and (iii) Four Thousand One Hundred Ninety Dollars and Ninety-Four Cents (\$4,190.94) per month for each month so extended during the second twelve (12) months of any Extended Term."

3. Subparagraph 6.2.1.5 (Determination of One-Time Only and Certain Monthly Telecommunications Costs for Additional and Expanded Local Office Sites) of Subparagraph 6.2.1 (Determination of Facilities Management/Operations and Telecommunications Costs) of Subparagraph 6.2 (Determination of Fixed Rate Costs) of Paragraph 6.0 (Contract Sum) of the Base Agreement is amended to read:

"6.2.1.5 Determination of One-Time Only and Certain Monthly Telecommunications and Other Costs for Additional and Expanded Local Office Sites

During the Operational Period and any Extended Term, CONTRACTOR shall invoice COUNTY and COUNTY will pay CONTRACTOR monthly in arrears for additional Telecommunications hardware, software and services and for additional workstations, laptops, and printers for additional and expanded Local Office Sites pursuant to Modification Notice Numbers

Four, Six, and Seven and Amendment Number Eleven as shown on Schedule P (Telecommunications Hardware/Software/Services One-Time Fixed Unit Prices and Fixed Monthly Rates for Additional and Expanded Local Office Sites During the Initial Term) or Schedule P-EXT (Telecommunications/Other Hardware/Software/Services One-Time Fixed Unit Prices and Fixed Monthly Rates for Additional and Expanded Local Office Sites During any Extended Term), as applicable, as may be modified from time-to-time by the mutual written agreement of COUNTY's Project Director and CONTRACTOR's Project Manager, of Exhibit G (Schedule of Payments) in accordance with the Fixed Monthly Rates referenced on Schedule P or Schedule P-EXT, as applicable, of Exhibit G.

All site preparation for such additional and expanded Local Office Sites will be performed by COUNTY.

In addition, CONTRACTOR shall invoice COUNTY and COUNTY will pay CONTRACTOR for additional Telecommunications services and for additional Telecommunications hardware and software, and for additional workstations, laptops, and printers, purchased by COUNTY from CONTRACTOR and installed by CONTRACTOR, for use in the LEADER System, in such Local Office Sites in accordance with the One-Time Fixed Unit Prices as shown on Schedule P or Schedule P-EXT, as applicable, of Exhibit G. Such One-Time Fixed Unit Prices include, without limitation, the purchase price, delivery, configuration and installation costs, all administrative charges and all sales, use and other taxes for such hardware and software.

Upon COUNTY's payment of the invoices for Telecommunications hardware and software, and for additional workstations, laptops, and printers, purchased by COUNTY from CONTRACTOR and installed by CONTRACTOR, for use in the LEADER System, in such Local Office Sites in accordance with the One-Time Fixed Unit Prices as shown on Schedule P or Schedule P-EXT, as applicable, of Exhibit G, title to such Telecommunications hardware and software and such workstations, laptops and printers shall automatically transfer to and vest in COUNTY, and CONTRACTOR warrants that such title is free and clear of all encumbrances, claims, liens or charges of any kind.

Pursuant to Subparagraph 6.2.2.9, CONTRACTOR agrees that such One-Time Fixed Unit Prices and Fixed Monthly Rates, as shown or referenced on Schedule P and Schedule P-EXT of Exhibit G, shall constitute the total consideration due to CONTRACTOR during the Operational Period and any Extended Term to support the 129 additional workstations under Modification Notice Number Four (for Canoga Park Medi-Cal Regional Office and for DPSS Headquarters), the 240 additional workstations under Modification Notice Number Seven (for DPSS Academy), and the 500 additional workstations and 25 additional printers under Amendment

Number Eleven (139 additional workstations for El Monte North Tower and 361 additional workstations and 25 additional printers for additional and/or expanded Local Office Sites as designated and approved, from time to time, by mutual agreement of COUNTY's Project Director and CONTRACTOR's Project Manager and shown on a modification of Schedule P-EXT of Exhibit G, if appropriate, or as designated and approved by COUNTY and CONTRACTOR and shown on a Modification Notice or Amendment pursuant to Paragraph 49.0 (Modification Notices and Amendments)) for use in the LEADER System to be installed pursuant to Modification Notice Numbers Four and Seven and Amendment Number Eleven and to support the Telecommunications charges at such Local Office Sites pursuant to Modification Notice Numbers Four and Seven and Amendment Number Eleven. All of these additional workstations are in excess of the Eleven Thousand One Hundred and Twenty (11,120) workstations, and all of these additional printers are in excess of the Nineteen Hundred Sixty printers (1,960), to be provided by CONTRACTOR pursuant to Schedule E (Local Office Hardware/Software Utilization Fixed Rate Price) during the Initial Term and Schedule F (Local Office Hardware/Software Utilization Fixed Rate Price - Optional Years 1 and 2) during any Extended Term of Exhibit G."

4. Subparagraph 6.2.2.7 of Subparagraph 6.2.2 (Determination of Local Office Hardware/Software Costs) of Subparagraph 6.2 (Determination of Fixed Rate Costs) of Paragraph 6.0 (Contract Sum) of the Base Agreement is amended to read:

"6.2.2.7 If requested by COUNTY during the term of this Agreement, CONTRACTOR agrees to sell to COUNTY, for use in the LEADER System, additional workstations in excess of the Eleven Thousand One Hundred and Twenty (11,120) workstations, additional laptops in excess of the Three Hundred and Fifty-Three (353), and additional printers in excess of the Nineteen Hundred and Sixty (1,960) printers, to be provided pursuant to Schedule E (Local Office Hardware/Software Utilization Fixed Rate Price) during the Initial Term and Schedule F (Local Office Hardware/Software Utilization Fixed Rate Price - Optional Years 1 and 2) during any Extended Term of Exhibit G (Schedule of Payments).

The purchase price for each such workstation, laptop, or printer shall be an amount not greater than CONTRACTOR's "Acquisition Costs" (as that term is herein defined) for such workstation, laptop, or printer, plus fifteen percent (15%) of such Acquisition Costs. CONTRACTOR shall, upon delivery of such workstations, laptops and/or printers to COUNTY, invoice COUNTY for such workstations, laptops and/or printers, and COUNTY will promptly pay CONTRACTOR. Through an independent auditor paid for by COUNTY, and subject to appropriate confidentiality restrictions, COUNTY may audit CONTRACTOR's Acquisition Costs in the event COUNTY desires verification of the price and such costs. COUNTY's exercise of such audit rights shall not relieve COUNTY of the

obligation to promptly pay CONTRACTOR's invoice upon submission. "Acquisition Costs" shall be defined as the price invoiced to CONTRACTOR by its supplier(s), plus any incurred costs of CONTRACTOR for warranties or third-party licenses if COUNTY requests warranties or licenses which are more extensive than the standard warranties or licenses provided by CONTRACTOR or the third-party supplier for such workstations, laptops and/or printers, plus all direct costs of transportation, warehousing, staging and installation incidental to the supply of the workstations, laptops and/or printers for the LEADER System. Acquisition Costs shall not include any profit margin to CONTRACTOR."

5. Subparagraph 6.2.2.8 of Subparagraph 6.2.2 (Determination of Local Office Hardware/Software Costs) of Subparagraph 6.2 (Determination of Fixed Rate Costs) of Paragraph 6.0 (Contract Sum) of the Base Agreement is amended to read:

"6.2.2.8 If COUNTY, in its sole discretion, elects to purchase, for the LEADER System, additional workstations, laptops and/or printers from a vendor other than CONTRACTOR, it shall submit a sample of such equipment to CONTRACTOR. CONTRACTOR shall promptly evaluate such equipment and advise COUNTY's Project Director whether or not such equipment is compatible with the LEADER System. If CONTRACTOR determines that such equipment is not compatible with the LEADER System, CONTRACTOR shall promptly advise COUNTY's Project Director, in writing, as to the specific reasons for such incompatibility. If CONTRACTOR determines that such equipment is compatible with the LEADER System, then COUNTY will be permitted to install such equipment on the LEADER System and such equipment shall thereafter be a part of the LEADER System; provided further however, that the maintenance and repair of such additional workstations, laptops and printers shall be the sole responsibility of COUNTY unless CONTRACTOR has agreed to assume such maintenance and repair obligations pursuant to a Modification Request initiated by COUNTY pursuant to Paragraph 49.0 (Modification Notices and Amendments)."

6. Subparagraph 6.2.2.9 of Subparagraph 6.2.2 (Determination of Local Office Hardware/Software Costs) of Subparagraph 6.2 (Determination of Fixed Rate Costs) of Paragraph 6.0 (Contract Sum) of the Base Agreement is amended to read:

"6.2.2.9 Adding workstations and/or laptops to the LEADER System pursuant to Subparagraphs 6.2.2.7 and/or 6.2.2.8, may cause CONTRACTOR to incur additional costs during the Operational Phase and any Extended Term, including, but not limited to: help desk support, network management, LAN support, remote LAN support, and telecommunication costs. CONTRACTOR will advise COUNTY's Project Director, after a request is made to include additional workstations and/or laptops, as to CONTRACTOR's additional price to COUNTY to support the additional workstations and/or laptops in the



LEADER System. If COUNTY thereafter wishes to proceed with addition of such workstations and/or laptops, COUNTY will initiate a Modification Request pursuant to Paragraph 49.0 (Modification Notices and Amendments).

Notwithstanding any other provision of this Agreement, CONTRACTOR shall not charge COUNTY for any such additional costs for the Five Hundred (500) additional workstations and/or laptops that COUNTY may request be added to the LEADER System from time to time pursuant to Subparagraphs 6.2.2.7 and/or 6.2.2.8, which 500 additional workstations and/or laptops shall be in excess of 11,602 workstations and laptops currently in the LEADER System. The 12,102 workstations and laptops currently in the LEADER System has been determined by totaling: (i) the 11,120 workstations and the 353 laptops provided pursuant to Schedule G (Detailed List of Hardware and Software Products for LEADER) of Exhibit F (LEADER System Hardware/Software) and Schedules E (Local Office Hardware/Software Utilization Fixed Rate Price Detail) and F (Local Office Hardware/Software Utilization Fixed Rate Price - Optional Years 1 and 2) of Exhibit G (Schedule of Payments), (ii) the 129 additional workstations in the LEADER System installed pursuant to Modification Notice Number Four (for Canoga Park Medi-Cal Regional Office and DPSS Headquarters), and (iii) the 500 additional workstations in the LEADER System installed pursuant to this Amendment Number Eleven (139 additional workstations for El Monte North Tower and 361 additional workstations for additional and/or expanded Local Office Sites as designated and approved, from time to time, by mutual agreement of COUNTY's Project Director and CONTRACTOR's Project Manager, as shown on a modification of Schedule P-EXT (Telecommunications/Other Hardware/Software/Services One-Time Fixed Unit Prices and Fixed Monthly Rates for Additional and Expanded Local Office Sites During any Extended Term) of Exhibit G (Schedule of Payments), if appropriate, or as designated and approved by COUNTY and CONTRACTOR and shown on a Modification Notice or Amendment pursuant to Paragraph 49.0 (Modification Notices and Amendments)). As requested by COUNTY, such 500 additional workstations and/or laptops may be added to the LEADER System at additional and/or expanded Local Office Sites and/or at other locations. CONTRACTOR agrees that all COUNTY-owned workstations and laptops located at the DPSS Academy and any other training locations have been and shall be excluded from such total number of 12,102 workstations and/or laptops (i.e., 11,602 current workstations and laptops and 500 additional workstations and/or laptops)."

7. Subparagraph 6.2.2.10 of Subparagraph 6.2.2 (Determination of Local Office Hardware/Software Costs) of Subparagraph 6.2 (Determination of Fixed Rate Costs of Paragraph 6.0 (Contract Sum) of the Base Agreement is amended to read:

"6.2.2.10 Pursuant to Subparagraphs 6.2.1.5 and 6.2.2.9, CONTRACTOR agrees that the Fixed Monthly Rates and One-Time Fixed Unit Prices, as shown or referenced on Schedule P (Telecommunications Hardware/Software/Services

One-Time Fixed Unit Prices and Fixed Monthly Rates for Additional and Expanded Local Office Sites During the Initial Term) and Schedule P-EXT (Telecommunications/Other Hardware/Software/Services One-Time Fixed Unit Prices and Fixed Monthly Rates for Additional and Expanded Local Office Sites During any Extended Term) of Exhibit G (Schedule of Payments), shall constitute the total consideration due to CONTRACTOR during the Operational Period or any Extended Term: (i) to support the 129 additional workstations under Modification Notice Number Four (for Canoga Park Medi-Cal Regional Office and for DPSS Headquarters), the 240 additional workstations under Modification Notice Number Seven (for DPSS Academy) and the 500 additional workstations and 25 additional printers under Amendment Number Eleven (139 additional workstations for El Monte North Tower and 361 additional workstations and 25 additional printers for additional and/or expanded Local Office Sites as designated and approved, from time to time, by mutual agreement of COUNTY's Project Director and CONTRACTOR's Project Manager, as shown on a modification of Schedule P-EXT of Exhibit G, if appropriate, or as designated and approved by COUNTY and CONTRACTOR and shown on a Modification Notice or Amendment pursuant to Paragraph 49.0 (Modification Notices and Amendments)) for use in the LEADER System to be installed pursuant to Modification Notice Numbers Four, and Seven and Amendment Number Eleven; and (ii) to support the Telecommunications charges at additional and expanded Local Office Sites; pursuant to Modification Notice Numbers Four, Six, and Seven and Amendment Number Eleven."

8. Paragraph 61.0 (Jury Service Program) is added to the Base Agreement to read:

"61.0 JURY SERVICE PROGRAM

1. This Agreement is subject to the provisions of COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.
2. Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

3. For purposes of this Paragraph 61.0, "Contractor" means a person, partnership, corporation, or other entity which has a contract with COUNTY or a subcontract with a COUNTY Contractor and have received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for COUNTY under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 61.0. The provisions of this Paragraph 61.0 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
4. If CONTRACTOR is not required to comply with the Jury Service Program when this Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during this Agreement and at its sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.
5. CONTRACTOR's violation of this Paragraph 61.0 of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate this Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach."

9. Page G-46.18, dated February 2005, of Schedule P-EXT (Telecommunications/Other Hardware/Software/Services One-Time Fixed Unit Prices and Fixed Monthly Rates for Additional and Expanded Local Office Sites During any Extended Term) of Exhibit G (Schedule of Payments) is deleted in its entirety and Page G-46.18, dated March 2006, attached hereto and incorporated herein by reference, is substituted in lieu thereof.
10. Schedule P-EXT (Telecommunications/Other Hardware/Software/Services One-Time Fixed Unity Prices and Fixed Monthly Rates for Additional and Expanded Local Office Sites During any Extended Term) of Exhibit G (Schedule of Payments) is amended by adding thereto Pages G-46.19, G-46.20 and G-46.21, each page dated March 2006, attached hereto and incorporated herein by reference.
11. All references in this Agreement to "Schedule P-EXT (Telecommunications Hardware/Software/Services One-Time Fixed Unity Prices and Fixed Monthly Rates for Additional and Expanded Local Office Sites During any Extended Term)" of Exhibit G (Schedule of Payments), shall be deemed amended to state "Schedule P-EXT (Telecommunications/Other Hardware/Software/Services One-Time Fixed Unity Prices and Fixed Monthly Rates for Additional and Expanded Local Office Sites During any Extended Term)."
12. CONTRACTOR and COUNTY agree that the "Whereas" clauses in this Amendment Number Eleven are hereby incorporated into this Amendment Number Eleven as though fully set forth hereat.
13. CONTRACTOR represents and warrants that the person executing this Amendment Number Eleven for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Amendment Number Eleven and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.
14. This Amendment Number Eleven shall be effective only after COUNTY has received written notice that the State government has approved this Amendment Number Eleven.
15. Other Provisions of Agreement.  
Except as provided in this Amendment Number Eleven, all other terms and conditions of the Agreement shall remain in full force and effect.

**AMENDMENT NUMBER ELEVEN TO**  
**COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587**

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this Amendment Number Eleven to COUNTY Agreement Number 68587 to be subscribed by its Mayor, and the seal of such Board to be affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Amendment Number Eleven to be subscribed on its behalf by its duly authorized officer, this \_\_\_\_ day of \_\_\_\_\_, 2006.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_

Mayor, Board of Supervisors

ATTEST:

\_\_\_\_\_  
JOANNE STURGES, Acting Executive Officer  
Clerk of the Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

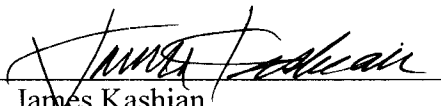
**UNISYS CORPORATION**

By  \_\_\_\_\_

Name DANIEL CROSSEN

Title CONTRACTS Mgr

APPROVED AS TO FORM:  
RAYMOND G. FORTNER, JR.  
County Counsel

By  \_\_\_\_\_  
James Kashian  
Principal Deputy County Counsel

# Schedule of Payments - Schedule P-EXT

## Telecommunications/Other Hardware/Software/Services One-Time Fixed Unit Prices and Fixed Monthly Rates for Additional and Expanded Local Office Sites During any Extended Term

### El Monte North Tower (Additional Local Office Site)

Item #	Item Description	Hours	One-Time Fixed Unit Price	Optional Yr 1 Months	Optional Year 1 Fixed Monthly Rate	Optional Yr 2 Months	Optional Year 2 Fixed Monthly Rate	Maximum Total Price
134	Project Manager	N/A	N/A	N/A	N/A	N/A	N/A	N/A
135	Telecom Specialist	N/A	N/A	N/A	N/A	N/A	N/A	N/A
136	Asst. Telecom Specialist	N/A	N/A	N/A	N/A	N/A	N/A	N/A
137	Implementation Manager	N/A	N/A	N/A	N/A	N/A	N/A	N/A
138	Business Analyst	N/A	N/A	N/A	N/A	N/A	N/A	N/A
139	Customer Service Engineer -Install Server/Telecom	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	<b>Subtotal Unisys Labor</b>							<b>\$0.00</b>
140	T1 Install	Quantity						
141	ISDN Install	1.00	N/A	N/A	N/A	N/A	N/A	N/A
142*	Upgrade Hardware for Existing Cisco 2610 Router	1.00	N/A	12	No Charge	12	No Charge	No Charge
143*	Cisco 6506 Switch MDF	1.00	N/A	12	713.72	12	749.41	17,557.49
144*	Cisco 4500 Switches IDF	1.00	N/A	12	239.25	12	251.21	5,885.55
145*	Custom Cable (Cables)	1.00	N/A	12	No Charge	12	No Charge	No Charge
146*	Server B	1.00	N/A	12	No Charge	12	No Charge	No Charge
147	Sales Tax (8.25%)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
148	Transportation & Procurement	1.00	N/A	N/A	N/A	N/A	N/A	N/A
	<b>Subtotal Telecommunications</b>				<b>\$952.97</b>		<b>\$1,000.62</b>	<b>\$23,443.04</b>
149***	ISDN Monthly	1.00						
150***	T1 Monthly	1.00						
	<b>Subtotal Data Line Charges (to be billed monthly in arrears)</b>							<b>\$0.00</b>
151**	Network Communication Center Cisco 6506 Switch	1.00						
152**	Network Communication Center Cisco 4500 Switch	1.00						
	<b>Subtotal Network Communication Center (to be billed monthly in arrears)</b>							<b>\$0.00</b>
	<b>Total</b>				<b>\$952.97</b>		<b>\$1,000.62</b>	<b>\$23,443.04</b>

\* Includes all embedded and/or related software, and maintenance and warranty through any Extended Term.

\*\* This item will be paid through Schedule L-Ext (Local Office Telecommunications Hardware/Software/Services Fixed Monthly Rate Prices for Additional and Expanded Local

Base Agreement. \*\*\*Effective 10/03, these monthly Telecommunications charges will be invoiced by Contractor and paid by County as a direct pass-through pursuant to Subparagraph 6.2.2.6 of the

**Schedule of Payments - Schedule P-EXT**

**Telecommunications/Other Hardware/Software/Services One-Time Fixed Unit Prices and Fixed Monthly Rates  
for Additional and Expanded Local Office Sites  
During any Extended Term**

**IV. Under Amendment Number Eleven  
DPSS Academy II (Expanded Local Office Site)**

Item #	Item Description	Hours	One-Time Fixed Unit Price	Optional Yr 1 Months	Optional Year 1 Fixed Monthly Rate	Optional Yr 2 Months	Optional Year 2 Fixed Monthly Rate	Maximum Total Price
153	Telecom Specialist	10.00	78.29	N/A	N/A	N/A	N/A	782.90
154	Asst. Telecom Specialist	4.00	77.19	N/A	N/A	N/A	N/A	308.76
155	Customer Service Engineer -Install Printers/Telecom	22.00	145.00	N/A	N/A	N/A	N/A	3,190.00
	<b>Subtotal Unisys Labor</b>							<b>\$4,281.66</b>
		Quantity						
156*	Cisco 4506 Switch	1.00	34,756.50	N/A	N/A	N/A	N/A	34,756.50
157*	Custom Cable (Cables)	1.00	1,608.60	N/A	N/A	N/A	N/A	1,608.60
158	Sales Tax (8.25%)		1,684.27	N/A	N/A	N/A	N/A	1,684.27
159	Transportation & Procurement	1.00	1,531.16	N/A	N/A	N/A	N/A	1,531.16
	<b>Subtotal Telecommunications</b>							<b>\$39,580.53</b>
160	Network Communication Center Cisco 4506 Switch	1.00	N/A	N/A	N/A	12	282.58	3,390.96
	<b>Subtotal Network Communication Center (to be billed monthly in arrears)</b>							<b>\$3,390.96</b>
	<b>Total</b>						<b>\$282.58</b>	<b>\$47,253.15</b>

\* Includes all embedded and/or related software, and maintenance and warranty through any Extended Term.

# Schedule of Payments - Schedule P-EXT

## Telecommunications/Other Hardware/Software/Services One-Time Fixed Unit Prices and Fixed Monthly Rates for Additional and Expanded Local Office Sites During any Extended Term

### El Monte North Tower (Expanded Local Office Site for DPSS Call Center)

Item #	Item Description	Hours	One-Time Fixed Unit Price	Optional Yr 1 Months	Optional Year 1 Fixed Monthly Rate	Optional Yr 2 Months	Optional Year 2 Fixed Monthly Rate	Maximum Total Price
161	Telecom Specialist	10.00	78.29	N/A	N/A	N/A	N/A	782.90
162	Asst. Telecom Specialist	4.00	77.19	N/A	N/A	N/A	N/A	308.76
163	Customer Service Engineer - Install Telecom	16.00	145.00	N/A	N/A	N/A	N/A	2,320.00
164	Customer Service Engineer - Install Workstations	139.00	145.00	N/A	N/A	N/A	N/A	20,155.00
	<b>Subtotal Unisys Labor</b>							<b>\$23,566.66</b>
		Quantity						
165*	Cisco 4510 Switch	1.00	73,581.75	N/A	N/A	N/A	N/A	73,581.75
166*	Custom Cable (Cables)	1.00	1,728.00	N/A	N/A	N/A	N/A	1,728.00
167	Sales Tax (8.25%)	N/A	3,177.78	N/A	N/A	N/A	N/A	3,177.78
168	Transportation & Procurement	1.00	2,888.90	N/A	N/A	N/A	N/A	2,888.90
169	Circuit Install	1.00	665.18	N/A	N/A	N/A	N/A	665.18
	<b>Subtotal Telecommunications</b>							<b>\$82,041.61</b>
170	Network Communication Center Cisco 4510 Switch	1.00	N/A	N/A	N/A	12	282.58	3,390.96
	<b>Subtotal Network Communication Center (to be billed monthly in arrears)</b>							<b>\$3,390.96</b>
		Quantity						
171 <sup>1</sup>	Workstations	139.00	1,282.37	N/A	N/A	N/A	N/A	178,249.43
172	State Environmental Fee	139.00	8.00	N/A	N/A	N/A	N/A	1,112.00
173	Sales Tax (8.25%)	N/A	12,787.42	N/A	N/A	N/A	N/A	12,787.42
174	Transportation & Procurement	1.00	11,624.93	N/A	N/A	N/A	N/A	11,624.93
	<b>Subtotal Workstations</b>							<b>\$203,773.78</b>
	<b>Total</b>						<b>\$282.58</b>	<b>\$312,773.01</b>

\* Includes all embedded and/or related software, and maintenance and warranty through any Extended Term.

<sup>1</sup> These additional workstations shall meet or exceed the following specifications: Intel Pentium 4 processor 2.80GHz, 512MB memory, 17inch flat panel monitor, 40GB hard drive and Windows XP SP2 operating system.



**Telecommunications/Other Hardware/Software/Services One-Time Fixed Unit Prices and Fixed Monthly Rates for Additional and Expanded Local Office Sites During any Extended Term**

\* Includes all embedded and/or related software, and maintenance and warranty through any Extended Term.

1 These additional workstations shall meet or exceed the following specifications: Intel Pentium 4 processor 2.80GHz, 512MB memory, 17inch flat panel monitor, 40GB hard drive and Windows XP SP2 operating system.

2 These additional workstations and printers will be installed in additional and/or expanded Local Office Sites as designated and approved by COUNTY and CONTRACTOR, pursuant to Subparagraph 6.2.2.9 of the Base Agreement.

These additional printers shall meet or exceed the specifications of printer model HP Laserjet 4250DTN.

March 2006